

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

HARTFORD FIRE INSURANCE CO.,
Plaintiff,

vs.

EASTERN CONTRACTORS, INC.,
Defendant/Third-Party Plaintiff,

vs.

CITY OF LAWRENCE, CITY OF FALL
RIVER, AND FREETOWN/LAKEVILLE
REGIONAL SCHOOL DISTRICT,
Third-Party Defendants.

C.A. No. 03-12502 NMG

ASSENTED-TO MOTION TO CONTINUE SCHEDULING ORDER

The Third-Party Defendant/Third-Party Counterclaimaint, City of Lawrence (the "City"), hereby moves this Honorable Court to extend by approximately sixty (60) days the non-trial related deadlines and scheduling events as set forth in an order issued by the Court following a scheduling conference held in this matter on May 12, 2005. In support of this Motion, the City states as follows:

1. This matter involves a dispute between Hartford Fire Insurance Co. ("Hartford") and Eastern Contractors, Inc. ("Eastern"), arising out of the default of Hartford's principal, S&R Construction, Inc. ("S&R"), on a number of projects on which S&R served as Eastern's site subcontractor and for which Hartford, as surety, issued payment and performance bonds. One such project is The Wetherbee Elementary/Middle School Project in Lawrence, Massachusetts (the "Project"), which is owned by the City.

2. On May 12, 2005, the Court held a scheduling conference and established deadlines for certain discovery events.

3. Since the May 12, 2005 scheduling conference, Hartford and Eastern have extensively engaged in Summary Judgment Motion practice. On June 15, 2005, Hartford filed its Motion for Partial Summary Judgment. On August 9, 2005, Eastern filed an assented-to motion to continue the summary judgment motion scheduling deadlines for a period of approximately forty (40) days. On August 15, 2005, the Court allowed Eastern's assented-to motion. On October 13, 2005, Hartford filed an assented-to motion to continue the summary judgment motion scheduling deadlines for a period of approximately sixty (60) days. On October 20, 2005, the Court allowed Hartford's assented-to motion.¹ Hartford filed its Memorandum in opposition to Eastern's Motion for Partial Summary Judgment on December 22, 2005. Hartford filed its Reply on February 2, 2006. On February 22, 2006, the Court denied Hartford's Motion for Partial Summary Judgment.

4. During the course of extending the deadlines related to summary judgment motions, the discovery deadlines were not likewise extended. And, during the time when Hartford and Eastern were engaged in summary judgment motion practice, neither was able to focus its efforts on discovery matters related to the City. The City propounded Interrogatories and Requests for Production of Documents on both Eastern and Hartford on February 28, 2005. To date, neither has responded to the City's Interrogatories, nor has the City had the opportunity review documents responsive to its Requests. The City, however, recognizes that Hartford's and Eastern's responses to the City's discovery requests were unrelated to, and thus relatively less important than, their summary judgment motion practice.

¹ The Court issued an Order on October 20, 2005 granting the parties Assented-To Motion To Continue the Scheduling Order; however, the Court did not specify dates for the continuance. The purpose of this Assented-To Motion is to establish specific dates for the requested continuance.

5. Now, though, since the Court has resolved the summary judgment motion practice by its Order of February 22, 2006, the City must focus its efforts on obtaining responses to its discovery requests propounded on Hartford and Eastern. The City will notice appropriate depositions and mandate responses to Interrogatories and an opportunity to review all documents responsive to its Requests for Production of Documents. Likewise, the City expects that Hartford and Eastern will re-visit its discovery obligations and efforts to obtain any discoverable information from the City in preparation for trial.

6. The City, Hartford and Eastern will be unable to complete all of their respective discovery by the current deadline of February 28, 2006. Accordingly, the City seeks to extend by approximately sixty (60) days the non-trial related deadlines and scheduling events as set forth in an order issued by the Court following a scheduling conference held in this matter on May 12, 2005. Note that the pre-trial conference and trial dates will not need to be extended. The City requests to extend the following deadlines:

<u>Item</u>	<u>Current</u>	<u>Extended</u>
Non-expert discovery	2/28/06	4/30/06
plaintiff expert des.	3/15/06	5/15/06
defendants	4/15/06	6/15/06
all expert depositions	6/15/06	8/15/06
depositions further dispositive motions	7/15/06	9/15/06
Pretrial Conference	10/11/06	UNCHANGED
Trial	12/4/06	UNCHANGED

7. Counsel for the City has conferred with counsel for Hartford and Eastern pursuant to Local Rules 37.1(A) and LR 7.1(A)(2). Counsel for Hartford and Eastern have assented to this motion.

WHEREFORE, the City of Lawrence prays that this Honorable Court amend and extend the time for completion of the certain discovery events noted in Paragraph 6 above, and for such other and further relief as the Courts deems just and proper.

Respectfully submitted,
Third-Party Defendant/Third-Party Counterclaimant:
CITY OF LAWRENCE,
By its Attorneys,

/s/ Doreen M. Zankowski

Joel Lewin (BBO# 298040)
Doreen M. Zankowski (BBO# 558381)
Hinckley Allen Snyder LLP
28 State Street
Boston, MA 02109-1775
(617) 345-9000

Dated: February 28, 2006

ASSENTED TO:

Hartford Fire Insurance Company,
By its attorneys,

/s/ Bradford R. Carver

Bradford R. Carver (BBO# 565396)
Eric H. Loeffler (BBO# 641289)
Hinshaw & Culbertson LLP
One International Place, 3rd Floor
Boston, Massachusetts 02110
(617) 213-7002

Eastern Contractors, Inc.,
By its attorneys,

/s/ Edward J. Quinlan

Edward J. Quinlan (BBO# 409060)
David T. Keenan (BBO # 567325)
Quinlan & Sadowski, P.C.
11 Vanderbilt Avenue, Suite 250
Norwood, Massachusetts 02062-5056
(781) 440-9909